



**MULTI-STATE LABORATORY SUPPLY AND  
HOMELAND EQUIPMENT LABORATORY  
PRODUCTS CONTRACT (HELP)**

**STATE CONTRACT NUMBER: SP-04-0430**

**LEAD AND ADMINSTRATIVE STATE:**

**ARKANSAS**

**OFFICE OF STATE PROCUREMENT**

## ADDITIONAL CONTRACT TERMS AND CONDITIONS

**ALL PREVIOUS TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL REMAIN EXCEPT WHERE EXCEPTIONS WERE NOTED AND ACCEPTED BY THE VENDORS AND THE STATE OF ARKANSAS AND EVALUATION COMMITTEE.**

The State of Arkansas, Office of State Procurement, in a multi-state purchasing agreement with NASPO, (National Association of State Purchasing Officials) has awarded the contract for the purchase of various brand name laboratory supplies and homeland equipment and laboratory products. For convenience, the contract will be referred to as the “HELP” contract for future reference.

Copies of the **Participating Addendum** to be executed between interested States and the contractor(s), a **Facility Application Form**, a copy of the **Contract Award** with pricing discounts offered by the contractors in each category and a link to each contractor’s website will be linked to the Arkansas Office of State Procurement’s website. The website address to obtain this information is: [www.state.ar.us/dfa/purchasing/index.html](http://www.state.ar.us/dfa/purchasing/index.html)

All revisions or updates as they occur on the contract and during the term of the contract, will be placed on the above website for your notification.

A state may elect to execute a “**Participating Addendum**” with the Contractors and must submit a copy of the executed agreement to the Arkansas Office of State Procurement within five (5) days of signing. (The completion of this document will usually be at the Participating State’s Procurement Office.) Also available for downloading is a copy of the “**Facility Membership Application**” which each using facility will need to complete. The ordering facilities will need to retain a copy of the “**Facility Membership Application**” within their facility, and submit a copy within five (5) days of signing to the Arkansas Office of State Procurement to the attention of Rebecca O’Neal.

E-MAIL: [rebecca.oneal@dfa.state.ar.us](mailto:rebecca.oneal@dfa.state.ar.us)

**Participation by any state, regardless of geographic location, or specific NASPO region, is permitted at any time during the term of the contract and upon any contract extensions by executing a “Participating Addendum” with the Contractors and submitting a copy to the Arkansas Office of State Procurement.**

Contractor must accept orders from and extend the contract prices to all participating states. The Contractors must allow qualified new state agencies, participating states facilities and political subdivisions joining the “HELP” Contract to be added to the current participants list and access contract prices throughout the term of the contract. The Arkansas Office of State Procurement reserves the right to add and delete other members, state and political subdivision facilities during the term of this contract at the request of the Participating State and/or purchasing entity.

The laws of the State of Arkansas in accordance with the Uniform Commercial Code (UCC) as adopted by the State of Arkansas shall govern this procurement and contract. The laws of the each participating state shall govern for purchases made within the jurisdiction of each respective participating state. A copy of the State of Arkansas Procurement Law and Regulations can be found at the website noted above.

**LEAD AND ADMINISTRATIVE STATE:**

The Arkansas Office of State Procurement was the issuing state for this procurement and has been designated as the lead and administrative state for the contract administration. All differences in interpretation in contract terms, conditions, disputes, or administrative duties associated with this contract should be directed to:

**STATE OF ARKANSAS  
OFFICE OF STATE PROCUREMENT  
PO BOX 2940  
1509 WEST 7<sup>TH</sup> STREET, 3<sup>RD</sup> FLOOR  
LITTLE ROCK, AR 72203**

**ATTENTION:**

Rebecca O'Neal  
Office of State Procurement  
**PHONE:** (501) 324-9314  
**FAX:** (501) 324-9311

**AWARDED VENDORS:**

-  
**Fisher Scientific**  
**VWR International**  
**OraSure Technology** (limited categories, (primarily rapid on-site H.I.V. testing)

Specific detailed ordering instructions with complete addresses including e-mail, fax numbers and contact individuals are listed as an attachment to this contract award.

**TYPE AND TERM OF CONTRACT:**

The contract was awarded to multiple vendors in multiple categories. The initial term of the contract is July 1, 2004 through June 30, 2006 with an option to renew by mutual agreement for two (2) additional two (2) year periods for a consecutive total of six (6) years.

**PRICING:** All discounts offered will remain firm or higher during the term of the contract. Fee increases may only be negotiated with the Arkansas Office of State Procurement. Price reductions announced by a manufacturer are to be applied at the time of the announcement for the products that have not been delivered to the purchasing entities. Price increases will be allowed annually and must be calculated from the published price list and held firm for a period of twelve (12) months from date of contract price increase. Contractors must notify the Arkansas Office of State Procurement of any intended price increases at least thirty (30) days before the price renewal becomes effective. The Arkansas Office of State Procurement reserves the right to accept or reject any price increases proposed and may elect to not renew a Contractor's portion of the contract in the event the prices proposed are not acceptable to the Arkansas Office of State Procurement.

**DELIVERY OF PRODUCTS:**

Delivery of routine consumable items is required within 72 hours after receipt of order.

Financial obligations of participating states are limited to the order placed by the department or other state agencies and institutions having available funds. Participating states incur no financial obligations on behalf of political subdivisions.

Although the successful Contractors shall be deemed "primary" for the products covered by the contract, the contract shall not be deemed "exclusive." The Arkansas Office of State Procurement and all participating states reserve the right to purchase similar products from other Contractors at the discretion of each participating State.

The Contractors must continuously negotiate with manufacturers to obtain improved discounts and extend improved pricing to participating state facilities. The Contractors shall report to the Arkansas Office of State Procurement any price reduction or discount, or other more favorable terms, offered to any participating state or ordering facility, and the awarded Contractors must agree to negotiate in good faith to establish ceiling prices or other more favorable Terms and Conditions applicable to future orders during the term of the contract.

**QUARTERLY REPORTS:** Every three (3) months the Contractor will furnish quarterly reports to the Arkansas Office of State Procurement indicating procurement activity for the State of Arkansas and also a breakdown of purchasing activity by all participating States and their purchasing entities. These reports will include, at a minimum, a listing of all items purchased during the quarter, the item number and description, the unit list prices, unit net prices after discount and the total dollar amount procured by each purchasing entity. The Contractor's quarterly report shall include the names of the accounts with complete addresses noted and corresponding account numbers. Contractor may be required to establish and maintain a relational database or other sales tracking system from which to generate quarterly reports to the Arkansas Office of State Procurement electronically.

**THE CONTRACTORS WILL PROVIDE THE REPORTS AND ADMINISTRATIVE FEE PROMPTLY WITHIN THIRTY (30) DAYS FOLLOWING THE END OF EACH QUARTER. FAILURE TO DO SO MAY RESULT IN BREACH OF CONTRACT AND MAY BE CAUSE FOR CANCELLATION OF CONTRACT FOR DEFAULT.**

Quarterly reports are to be sent to the following:

Rebecca O'Neal  
Arkansas Office of State Procurement  
PO Box 2940  
Little Rock, AR 72203-2940

**ADMINISTRATIVE FEES:**

Administrative Service Fee of 0.1% of total sales for the previous quarter to the following:

NASPO  
Arkansas Multi-State Laboratory Supply Contract  
P.O. Box 1058  
Lexington, KY 40588-1058

**THE ADMINISTRATIVE FEE MUST BE SUBMITTED AND PAID WITHIN 30 DAYS AFTER THE END OF EACH QUARTER.**

**NOTE: FAILURE OF THE CONTRACTORS TO SUBMIT QUARTERLY USAGE REPORTS TO THE ARKANSAS OFFICE OF STATE PROCUREMENT, AND/OR FAILURE TO REMIT ADMINISTRATIVE FEE TO THE "NASPO COOPERATIVE PURCHASING VENTURE REVOLVING FUND" ON A QUARTERLY BASIS MAY BE CONSIDERED CONTRACT DEFAULT. FAILURE TO SUBMIT REMITTANCE OF EITHER ARTICLE WITHIN THIRTY- (30) DAYS AFTER THE END OF EACH QUARTER MAY BE CAUSE FOR CONTRACT CANCELLATION BY THE ARKANSAS OFFICE OF STATE PROCUREMENT.**

The Contractor shall pay the administration fee in accordance with the Terms and Conditions of this contract. The NASPO Policy Board of Directors and the NASPO Cooperative Purchasing Committee approved the administration fee. **The administration fee is not negotiable.**

Some States may require an additional fee be paid directly to the participating States on purchases made by the purchasing entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in the **"Participating Addendum"** that is made a part of the contract. **All such agreements shall have no effect on the administrative fees or prices/discounts associated with the resulting primary contract.**

In each **Participating Addendum** a State may add language establishing dollar requirements, require permissive or mandatory use of the contract for their respective State, or other criteria required by each State dependent upon their statutes, policies and procedures or as mandated by each State Purchasing/Procurement Director as outlined in their individual **"Participating Addendum"**. This also will allow a State the flexibility of negotiating with the contractor(s) to establish an administrative fee back to that particular State. The negotiation of any administrative fees by the States will be solely up to each State and the Contractor(s).

**AMENDMENTS:** The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner without prior written approval of the Contract Administrator of the Arkansas Office of State Procurement.

**PUBLICITY AND ENDORSEMENT:** Any publicity regarding the subject matter of this contract must not be released without prior written approval from the Arkansas Office of State Procurement. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractors individually or jointly with others, or any subcontractors, with respect to the program, publications or services provided resulting from this contract. The Contractors must not claim that the Arkansas Office of State Procurement, the participating states or NASPO endorses its products or services.

**VENDOR PERFORMANCE REPORTS:** If a Participating State has been unable to successfully resolve a contract dispute, delivery problem or is receiving poor level of service, inferior products, out-of-date products, or has dissatisfaction with the Customer Service aspect of one of the Contract vendors, the Participating State should complete a Vendor Performance Report "VPR". This VPR will be included on the Office of State Procurement Website and must be submitted to the Arkansas Office of State Procurement for information and necessary action within the Arkansas Office of State Procurement. This office will closely monitor the performance of the Contractors and their ability to fulfill their contractual obligations under this contract.

**ADDITIONAL INFORMATION:** The attached **"Discount Pricing Sheets"** and **"Ordering Instructions"** from Fisher Scientific, VWR International, and OraSure Technologies are attached. This information should supply most of the information you will need to place orders. Each contractor will work with each ordering facility in your state to set up account numbers for ease in on-line ordering. The attached **"Ordering Instructions"** for each vendor should assist you with the information you need to start ordering.

A copy of a **"Vendor Performance Report"** (VPR) is attached to report exceptional performance, or to notify the Arkansas Office of State Procurement of problems your State may be having with a Contractor.

A copy of the **"Participating Addendum"** is attached to complete if your State desires to enter into this cooperative purchasing agreement.

A copy of the **"Facility Membership Application"** is attached to complete for each facility within your state that may desire to order products from this contract.

State of Arkansas  
OFFICE OF STATE PROCUREMENT  
1509 West Seventh Street, Room 300 72201-3966  
P. O. Box 2940 72203-2940  
Little Rock, Arkansas  
501-324-9316

**CONTRACT AWARD**

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT.  
THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE  
ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR PROPOSAL  
ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE  
OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS  
SET FORTH WITHIN THE REQUEST FOR PROPOSAL.

=====

<b>BUYER:</b> REBECCA O'NEAL	<b>CONTRACT/BID NO.:</b> RFP-04-0430
------------------------------	--------------------------------------

=====

**DESCRIPTION: MULTI-STATE LABORATORY SUPPLY AND  
HOMELAND EQUIPMENT LABORATORY PRODUCTS (HELP CONTRACT)**

**CONTRACT PERIOD: JULY 1, 2004 THROUGH JUNE 30, 2006**

**DELIVERY REQUIREMENTS: ROUTINE ITEMS DELIVERY WITHIN 72 HOURS ARO**

=====

PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE  
SPECIFIED.

**DISCOUNTS MUST REFLECT APPROVED REVISED PRICING SCHEDULE OF  
AUGUST 05, 2004.**

**INVOICE AND DELIVER TO:**

AS SPECIFIED ON AGENCY PURCHASE ORDER

**CONTRACT AWARDS TO:**

**Fisher Scientific  
2000 Park Street  
Pittsburg, PA 15275**

**VWR International  
Arne Brandon  
1050 Satellite Blvd. 30024  
Suwannee, GA 30024**

**OraSure Technologies  
150 Webster Street  
Bethlehem, PA 18015**

**STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT**

**BY: \_\_\_\_\_ DATE: \_\_\_\_\_**

## ORDERING INSTRUCTIONS

COMPANY NAME:

**FISHER SCIENTIFIC CO. L.L.C.**  
**9999 VETERANS MEMORIAL**

**DRIVE**

**HOUSTON, TX 77038**

PHONE:

1-800-766-7000

ORDERING FAX:

1-800-926-1166

INTERNET ADDRESS:

www/fishersci.com

FEDERAL I.D. NUMBER:

23-2942737

ACCOUNTS PAYABLE ADDRESS:

Fisher Scientific Account #XXX  
P.O. Box CH10119  
Palatine, IL 60055-0119

**NOTE:** FOR FUTURE REFERENCE AGENCIES MAY WANT TO RECORD THEIR UNIQUE ACCOUNT NUMBER BELOW. FISHER SCIENTIFIC WILL ESTABLISH AN ACCOUNT WITH YOUR FACILITY SO YOU MAY BEGIN PLACING ORDERS IMMEDIATELY.

**FISHER ACCOUNT NUMBER FOR MY FACILITY: \_\_\_\_\_**

**FISHER ACCOUNT REPRESENTATIVE'S NAME AND NUMBER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ORDERING INSTRUCTIONS

COMPANY NAME:

**VWR INTERNATIONAL**  
1050 SATELLITE BLVD.  
SUWANEE, GA 30024

PHONE:

1-770-495-4000  
1-800-932-5000

ORDERING FAX:

1-770-232-9881

INTERNET ADDRESS:

VWRI.COM

FEDERAL I.D. NUMBER:

91-1319190

ACCOUNTS PAYABLE ADDRESS:

VWRI  
P O BOX 259  
BRIDGEPORT, NJ 08014

**NOTE:** FOR FUTURE REFERENCE AGENCIES MAY WANT TO RECORD THEIR UNIQUE ACCOUNT NUMBER BELOW. VWR WILL ESTABLISH AN ACCOUNT WITH YOUR FACILITY SO YOU MAY BEGIN PLACING ORDERS IMMEDIATELY.

**VWR ACCOUNT NUMBER FOR MY FACILITY:** \_\_\_\_\_

**VWR ACCOUNT REPRESENTATIVE'S NAME AND NUMBER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## **ORDERING INSTRUCTIONS**

**OraSure Technologies** bid only on Categories 43 and 45. These categories are single use, point of care, Rapid HIV Test Kits, FDA approved, CLIA waived with 20-40 minute test results. For use with blood or saliva fluids.

**COMPANY NAME:**

**ORASURE TECHNOLOGIES**  
**150 WEBSTER STREET**  
**BETHLEHAM, PA 18015**

**PHONE:**

1-800-869-3538  
1-770-495-5000

**ORDERING FAX:**

1-610-882-3572

**INTERNET ADDRESS:**

<http://www.orasure.com>

**FEDERAL I.D. NUMBER:**

36-4370966

**ACCOUNTS PAYABLE ADDRESS:**

Dept. #269701,  
P.O. Box 67000  
Detroit, MI 48267-2697

**NOTE:** FOR FUTURE REFERENCE AGENCIES MAY WANT TO RECORD THEIR UNIQUE ACCOUNT NUMBER BELOW. ORASURE WILL ESTABLISH AN ACCOUNT WITH YOUR FACILITY SO YOU MAY BEGIN PLACING ORDERS IMMEDIATELY.

**ORASURE ACCOUNT NUMBER FOR MY FACILITY:**\_\_\_\_\_

**ORASURE ACCOUNT REPRESENTATIVE'S NAME AND NUMBER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **STANDARD TERMS AND CONDITIONS**

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and

registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD: Term Contracts:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency.  
**Firm Contracts:** A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the

expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

18. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
19. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.
23. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
24. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
25. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
26. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide

established commercial selling agencies maintained by the bidder for the purpose of securing business.

27. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
28. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

ALL PRODUCTS SHIPPED MUST BE OF MOST CURRENT MANUFACTURE, DESIGN, AND VERSION AVAILABLE AT TIME OF ORDER PLACEMENT, UNLESS OTHERWISE INDICATED BY ORDERING FACILITY

Item No.	Description	Discount Range	Discount by Sub-Category	Expanded Category Description	Codes
1	BIOCHEMICAL REAGENTS	11% to 33%	17%	Promega Enzymes	code4343
			11%	Proligo	code 6335
			11%	Rockland Immuno	code 4527
			33%	VWR Molecular Bioreagents	code 550-1076
2	USP REAGENTS, EXCLUDING SOLVENTS	45%			
3	ACS REAGENTS, EXCLUDING SOLVENTS	60% to 65%	65%	Each Unit of Measure	1732-0031,1732-0039,1732-0057
			60%	Case Unit of Measure	1732-0031,1732-0039,1732-0057
4	LABWARE-BEAKERS, FLASKS	42% to 46%	46%	Each/Pack Unit of Measure	Code 75B
			42%	Case Unit of Measure	Code 75B
5	LABWARE-GENERAL PURPOSE AND ACCESSORIES	22% to 61%	48%	Disposable Glassware	code 78 S,T,U
			35%	VWR Private Label	Coats, plastics, miscellaneous
			30%	Disposable Glassware	code 78 D
			22%	Disposable Glassware	code 78 J, N
			48%	Plasticware	code 67, 79 S,T,U
			30%	Plasticware	code 67, 79 D
			22%	Plasticware	code 67, 79 J, N
			61%	Other LabWare	Code U
6	LABWARE-SPECIALTY GLASSWARE & EQUIPMENT	20% to 46%	20%	Kontes	code 2876
			46%	Other reusable Glassware	code 76 S,T,U
			30%	Other reusable Glassware	code 76 D, N
			20%	Other reusable Glassware	code 76 J, N
8	STABLE ISOTOPES	No Bid			
9	CELL CULTURE MEDIA, SUPPLIES & SUPPLEMENTS	22%	22%	Hyclone	Code 29410010
10	TISSUE CULTURE SUPPLIES/PLASTICWARE	25% to 61%	35%	Tissue Culture	Code 71S, T,U
			25%	Tissue Culture	Code71 D, N,

			25%	Tissue Culture	Code J, N
			61%	Other	Code U
11	SERUM AND SERUM REPLACEMENTS	5%			
12	INORGANIC REAGENTS	50% to 60%	60%	Each Unit of Measure	1732-0055,1732-0041,1732-0047
			50%	Case Unit of Measure	1732-0055,1732-0041,1732-0047
13	ORGANIC REAGENTS	10% to 35%	10%	MBI	code 3231-0055,
			35%	J T Baker	code 533-0057,533-0066
			35%	EM	code 1733-0036
14	ORGANOMETALLIC REAGENTS	10%			
15	MOLECULAR BIOLOGY REAGENTS & SUPPLIES	5% to 25%	18%	EM Molecular Biology	code 1751-0005,1751-0010
			25%	EM Molecular Biology Bulk	code 171-0020
			5%	EMD Bioscience	code 2116, 1396,1397,1398
			11%	Eurogentec	code 1771
			14%	Fermentas	code 1899
			21%	Gradiopore gels	code 2293
			5%	Novabiochem	code 1397
			9%	Novogen	code 1396
			9%	Oncogene	code1398
			5%	Calbiochem	code 2116
16	MICROBIOLOGICAL MEDIA AND SUPPLIES	37%	37%	EM Microbiology Media	Code 1732--1040
17	NMR REAGENTS AND SUPPLIES	18%	Wilmad/Labglass		
18	LAB SUPPLIES-GENERAL	30% to 48%	48%	Reusable Lab Supplies	code 51 S,T,U
			30%	Reusable Lab Supplies	code 51 D
			48%	Disposable Lab Supplies	code 80 S,T,U
			30%	Disposable Lab Supplies	code 80 D
19	LAB SUPPLIES-SOLVENTS COMMODITY	60% to 65%	65%	EMD Each	code 1737-0041,1737-0045,1737-0030
			60%	EMD Case	code 1737-0041,1737-0045,1737-0030
20	LAB SUPPLIES – SOLVENTS SPECIALTY AND SPECIALITY CASE	60% to 65%	65%	EMD Each	code 1737-0040,1737-0070,1737-0065
			60%	EMD Case	code 1737-0040,1737-0070,1737-0065
21	LAB SUPPLIES - SOLVENTS HIGH PURITY AND HIGH PURITY	60% to 65%	65%	EACH	code 1737-0040,1737-0070,1737-0065

	CASE		60%	CASE	code 1737-0040,1737-0070,1737-0065
22	LAB SUPPLIES-ACIDS AND BASES	60% to 62 %	62%	EACH	code 1732-0031,1732-0039,1732-0057,1732-0055,1732-0041,1732-0047,
			60%	CASE	code 1732-0031,1732-0039,1732-0057,1732-0055,1732-0041,1732-0047,
23	HISTOLOGY AND HEMATOLOGY	15%			
24	GAS CHROMATOGRAPHY	13%			J&W, AGILENT, SGE, HP
	GAS CHROMATOGRAPHY	3%			RESTEK
25	LIQUID CHROMATOGRAPHY	13%			Agilent
26	EDUCATIONAL MATERIAL AND TECHWARE	15%			
27	FIRST AID SAFETY PRODUCTS	22% - 38%	22%	Non VWR Brand	
			38%	VWR Brand First Aid Safety	
28	SAFETY INSTRUMENT PRODUCTS	15%			Code 143
29	SAFETY CABINETS/CAPITAL EQUIPMENT		28%	General Category	
		28% to 32%	33%	VWR Brand Safety Cabinets/ Capital Equipment	
30	PERSONAL PROTECTION EQUIPMENT SPECIALITY PRODUCTS	25%			
31	SAFETY PERSONAL PROTECTION EQUIPMENT CORE PRODUCT	28%			
32	SAFETY PERSONAL PROTECTION EQUIPMENT COMMODITY	28%			
33	SPECIALTY SAFETY GLOVES	28%			
34	CORE SAFETY GLOVE PRODUCTS	38%			Code 3168
35	COMMODITY SAFETY GLOVE PRODUCTS	32% to 55%	40%	Latex Powder Free Sterile	Product 1001
			55%	Synthetic Powder Free Sterile AMBI	Product Sterile Latex ans
			32%	Synthetic Powder Free Sterile Pairs	Product Number Load
			42%	General Use Latex & Synthetic	Product Code 1011
36	SPECIALTY RESPIRATOR SAFETY PRODUCTS	22%	22%	Corpak Medsystems	Code 5067
37	CORE RESPIRATOR SAFETY PRODUCTS	22%	22%	3 M	Code 3466-0010
38	SAFETY FOOTWARE PRODUCTS	15%			



39	CONTAMINATION CONTROL SAFETY PRODUCTS	30%			
40	MISCELLANEOUS SPECIALTY SAFETY PRODUCTS	28%			
41	MISCELLANEOUS CORE SAFETY PRODUCTS	28%			
42	MISCELLANEOUS COMMODITY AND DOMESTIC PREPAREDNESS PRODUCTS	28%			
43	LABORATORY EQUIPMENT	22% to 41%	22%	VWR Laboratory Equipment	code 60 P
			33%	VWR Laboratory Equipment	code 60 V
			41%	VWR Laboratory Equipment	code 60 R
ADDITIONAL CATEGORIES AND SPECIFIC VENDOR DISCOUNTS NOT LISTED ABOVE					
Category/Vendor		Discount	Description		
RESEARCH ORGANICS		10%	ALFA AESAR, LANCASTER SYNTHESIS, RICCA		
DIAGNOSTICS		25%	BBL, DIFCO, BAYER, ORGANON, OXFORD LABWARE		
CLINICAL PRODUCTS		5%	RICHARD ALLAN, BAXTER SALINE, HEMO REAGENTS		
LIFE SCIENCE PRODUCTS		2%	BIOMARKE VENDORS		
MECHANICAL BALANCES		30%	OHAUS		
LABORATORY RACKS, CLAMPS, SUPPORTS		30%	TROEMNER/VWR		
LOW VOLUME APPARATUS		10%			
LOW VOLUME CONSUMABLES		10%			
LOW VOLUME EQUIPMENT		10%			
NON VWR LABELED EQUIPMENT		15%	OTHERWISE NOT LISTED		
THERMOMETERS		51%	HB INSTRUMENTS/VWR		
CENTRIFUGES		10%	BECKMAN		
CORNING TISSUE CULTURE PRODUCTS		25%	CORNING		
BD-FALCON TISSUE CULTURE PRODUCTS		29%	BD-FALCON		
NUNC TISSUE CULTURE PRODUCTS		29%	NUNC		
VWR MICROSCOPES		30%	NOVA INSTRUMENTS		
KEWAUNEE REDISHIP FURNITURE		25%	KEWAUNEE SCIENTIFIC		

KIMBLE GLASSWARE	12%	DELTAWARE/KONTES GLASSWARE	
PALL GELMAN FILTRATION	20%	MILLIPORE ALTERNATIVE	
HOTPLATES VWR	30%	TROEMNER/VWR	
VWR STOPPERS	80%	PLASTICOID	
NALGE NUNC	30%	PLASTICS	
NALGE NUNC	46%	TUBING	
NALGE NUNC	49%	BOTTLES/PLASTICS	
OHAUS	39%	ELECTRONIC BALANCES	3770
CORNING	27%	NON GLASS PRODUCTS	
BARNSTEAD/THERMOLYNE	30%	EQUIPMENT/WATER/SHAKERS	558-1136
BECTON DICKINSON MICROBIOLOGY PRODCUTS	25%		
METTLER TOLEDO	39%	BALANCES	3408-0010
CT INTERNATIONAL	80%	SAFETY PROTECTION/FINGER COTS	
UNITED SCIENTIFIC	60%	REUSABLE LAB SUPPLIES	
ARCOR ELECTRONICS	60%	WIRE/WIRE PRODUCTS	
VWR PLASTIC BEAKERS	60%	ASSORTED PLASTICS	
VWR CORKS	65%	MANTON/ASSORTED SUPPLIES	
EM SCIENCE HIGH PURITY REAGENTS	80%	BIOTECH/LIFE SCIENCE SOLVENTS	
HEATHROW SCIENTIFIC	65%	REUSABLE LAB SUPPLIES	
BEL ART	60%	TEFLON/TEFLON SLEEVES	
KIMBERLY CLARK/VWR PRODUCTS	59%	WIPERS	
INTERNATIONAL ENVIROGUARD	60%	PERSONAL PROTECTION/HOMELAND SECURITY	
EM SCIENCE HIGH PURITY REAGENTS	70%	HIGH PURITY SOLVENTS	
EM SCIENCE HIGH PURITY REAGENTS	65%	HIGH PURITY SOLVENTS/POLY COATED BOTTLES	
OMNI INTERNATIONAL	50%	GLOVES	
HYGENIC CORPORATION	50%	TUBING	
PARTER MEDICAL/VWR	55%	PETRI DISHES/SUPPLIES	
CARSON MANUFACTURING	60%	SAFETY/PERSONAL PROTECTION	
CARDINAL HEALTHCARE	55%	SAFETY/PERSONAL PROTECTION/GLOVES	

MAGID GLOVES	45%	SAFETY/PERSONAL PROTECTION/GLOVES	
KIMBLE GLASS	50%	DISPOSABLE PRODUCTS	
TUFFPAK	35%	BAGS/WHIRLPAK	
LABCON/VWR	40%	ASSORTED PLASTICS	
RAYLABCON INC	70%	4427	
SPECTRONICS CORP	40%	4984	
PRECISION SCIENTIFIC	29%	4269-0005	
BRINKMAN INSTRUMENTS	32%	769-1461	
CORNING GLASS WORKS	27%	MISCELLANEOUS SUPPLIES	1238-1219
CORNING GLASS WORKS	31%		1267-1203
CARL ZEISS	20%	MICROSCOPES/OPTICS	5980
JUSTRITE MANUFACTURING	35%	SAFETY/STORAGE	2782
BARNSTEAD/THERMOLYNE	26%	MISCELLANEOUS ACCESSORIES	558-1138, 1141
BARNSTEAD/THERMOLYNE	26%	MISCELLANEOUS ACCESSORIES	558-1195, 1525
3M COMPANY	25%	SAFETY/PERSONAL PROTECTION, RESPIRATORS	3561-0005
CONTROL COMPANY	45%	TIMERS/TEMPERATURE CONTROLLERS	1258-0025, 0015
ALL OTHERS NOT LISTED	5%		

**NASPO PROPOSAL DISCOUNT PRICING SHEET**  
**RFP No. RFP-04-0430**

*All products shipped must be of most current manufacture, design, and version available at time of order placement, unless otherwise indicated by ordering facility.*

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>DISCOUNT</b>
1	BIOCHEMICAL REAGENTS (Fisher – CDC 81)	25%
2	USP REAGENTS, EXCLUDING SOLVENTS (Fisher – CDC 128)	46%
3	ACS REAGENTS, EXCLUDING SOLVENTS (Fisher CDC 124)	60%
4	LABWARE-BEAKERS, FLASKS (Level 1 Corning CDC 22: 34%; Level 2 Kimble CDC 23: 39) (Fisher CDC 22, 23, 63, 64)	34; 39%
5	LABWARE-GENERAL PURPOSE AND ACCESSORIES (CDC 13-17: 18% Disc. Level 1; CDC 18-21: 34% Disc. Level 2; CDC 30-31: 44% Disc. Level 3)	18; 34; 44%
6	LABWARE-SPECIALTY GLASSWARE & EQUIPMENT (CDC 58, 60, 62, 75, 76); please note that equipment is priced under lab equipment, not here.	20%
7	RADIOCHEMICALS (MP Biomedicals CDC 35)	3%
8	STABLE ISOTOPES (MP Biomedicals CDC 35)	3%
9	CELL CULTURE MEDIA, SUPPLIES & SUPPLEMENTS (Mediatech – VN00004630: 20%; HyClone – VN00037532, VMA 027833, VMA 027834: 17%; Cambrex – VN000033589, VMA 010218: 20%)	20; 17; 20%
10	TISSUE CULTURE SUPPLIES/PLASTICWARE (CDC 47, 48, 49)	25%
11	SERUM AND SERUM REPLACEMENTS (Mediatech – VN00004630, VMA 028864; Hyclone – NV00037532, VMA 027836, VMA 027835; Cambrex – VN00033589, VMA 012767)	5%
12	INORGANIC REAGENTS (Fisher – CDC 124, 125, 126, 127: 60%; Fisher Bulk Inorganics – CDC 140: 50%)	60; 50%
13	ORGANIC REAGENTS (Fisher, excluding ACROS – CDC 119, 120: 60% Fisher Bulk Organics – CDC 140: 50%)	60; 50%
14	ORGANOMETALLIC REAGENTS (ACROS Chemicals – CDC 33)	12%
15	MOLECULAR BIOLOGY REAGENTS & SUPPLIES (CDC 77-80)	20%
16	MICROBIOLOGICAL MEDIA AND SUPPLIES (CDC 37, 38 & Oxoid VN00011708)	20%
17	NMR REAGENTS AND SUPPLIES (ACROS Chemicals – CDC 33)	12%
18	LAB SUPPLIES – GENERAL (CDC 7-9, 29, 34, 36, 55, 57-59, 61, 66-72, 83, 84, 86, 92, 148-149, 152, 154-157, 160-170, Mediatech – VN00004630, VMA009693)	10%

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>DISCOUNT</b>
19	LAB SUPPLIES – SOLVENTS COMMODITY AND COMMODITY CASE (Fisher – CDC 101, 102: std = 70%, cs=65%; Fisher Bulk Solvents – CDC 137: 50%)	70(std) & 65(cs); 50(bulk)%
20	LAB SUPPLIES – SOLVENTS SPECIALTY AND SPECIALTY CASE (Fisher – CDC 103; 105-108)	70(std) & 65(cs)%
21	LAB SUPPLIES – SOLVENTS HIGH PURITY AND HIGH PURITY CASE (Fisher – CDC 104, 109, 150)	65(std) & 60(cs)%
22	LAB SUPPLIES – ACIDS AND BASES (Fisher – 132, 133, 112-115: 60%; Fisher Bulk – CDC 128, 141-142: 50%)	60; 50(bulk)%
23 (a)	HISTOLOGY AND HEMATOLOGY (CDC 41-44; 54, 153)	18%
24	GAS CHROMATOGRAPHY (CDC 87-91)	13%
25	LIQUID CHROMATOGRAPHY (CDC 87-91)	13%
26	EDUCATIONAL MATERIAL AND TECHWARE (CDC 73, 74, 25, 26, 97)	15%
27	FIRST AID SAFETY PRODUCTS (CDC 96)	25%
28	SAFETY INSTRUMENT PRODUCTS (CDC 171)	10%
29	SAFETY CABINET/CAPITAL EQUIPMENT PRODUCTS (CDC 172)	25%
30	SAFETY PERSONAL PROTECTION EQUIPMENT SPECIALTY PRODUCTS (CDC 173)	25%
31	SAFETY PERSONAL PROTECTION EQUIPMENT CORE PRODUCTS (CDC 174)	25%
32	SAFETY PERSONAL PROTECTION EQUIPMENT COMMODITY PRODUCTS (CDC 175)	25%
33	SPECIALTY SAFETY GLOVE PRODUCTS (CDC 176)	25%
34	CORE SAFETY GLOVE PRODUCTS (CDC 177)	35%
35	COMMODITY SAFETY GLOVE PRODUCTS (CDC 178)	25%
36	SPECIALTY RESPIRATOR SAFETY PRODUCTS (CDC 179)	15%
37	CORE RESPIRATOR SAFETY PRODUCTS (CDC 180)	15%
38	SAFETY FOOTWEAR PRODUCTS (CDC 181)	15%
39	CONTAMINATION CONTROL SAFETY PRODUCTS (CDC 182)	15%

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>DISCOUNT</u>
40	MISCELLANEOUS SPECIALTY SAFETY PRODUCTS <b>(CDC 183)</b>	25%
41	MISCELLANEOUS CORE SAFETY PRODUCTS <b>(CDC 184)</b>	30%
42	MISCELLANEOUS COMMODITY AND DOMESTIC PREPAREDNESS SAFETY PRODUCTS <b>(CDC 185)</b>	27.5%
43	MISCELLANEOUS DOMESTIC PREPAREDNESS PRODUCTS <b>(CDC 999)</b>	1%
44	FIRST AID <b>(CDC 96)</b>	25%
45	MSA AND SCOTT (COMPLETE UNITS) <b>(CDC 158)</b>	10%
46	MSA AND SCOTT (EXCLUDING COMPLETE UNITS) <b>(CDC 159)</b>	10%
47	SINGLE USE, POINT OF CARE, RAPID HIV TEST, FDA APPROVED, CLIA WAIVED	Priced upon request
48	SINGLE USE, POINT OF CARE, RAPID HIV CONTROLS	Priced upon request
49	SINGLE USE, SALIVA ALCOHOL TESTING KIT, DOT APPROVED, CLIA WAIVED	Priced upon request
50	LABORATORY EQUIPMENT <b>(Fisher – CDC 1, 5, 27, 28, 56 – Discount Level 1: 22%; Vended Brands – CDC 10-12 – Discount Level 2: 20%)</b>	22(Fisher): 20(Vended Brands)%

*Note: If any items price below Fisher's cost + 11% as a result of the aforementioned discounts, then NASPO's price shall be adjusted to cost + 11%.*

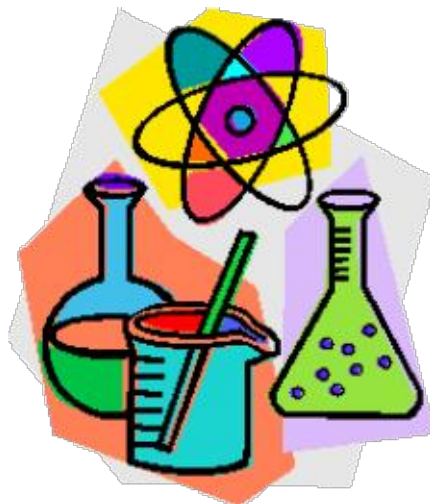
**NEW ITEMS MAY BE INCLUDED AS THEY BECOME AVAILABLE DURING THE TERM OF THE CONTRACT.**



**OraSure Technologies, Inc.**  
diagnostic solutions for the new millennium

43. list)	SINGLE USE, POINT OF CARE, RAPID HIV TEST, FDA APPROVED, CLIA WAIVED	<u>27%</u> (Please see attached
44.	SINGLE USE, POINT OF CARE RAPID HIV CONTROLS	<u>NO BID%</u>
45. attached list)	SINGLE USE, SALIVA ALCOHOL TESTING KIT DOT APPROVED, CLIA WAIVED	<u>33</u> % (Please see
46.	LABORATORY EQUIPMENT	<u>N/A</u> %

**INCLUSION OF NEW ITEMS MAY BE INCLUDED AS THEY BECOME AVAILABLE DURING  
THE  
TERM OF THE CONTRACT**



**LABORATORY SUPPLIES AND EQUIPMENT CONTRACT**  
**(HELP CONTRACT)**

**ISSUED AND ADMINISTERED BY THE  
ARKANSAS OFFICE OF STATE PROCUREMENT**

**AUGUST 2004**

**08/2004 RO**





## **BENEFITS OF USING THIS CONTRACT**

The Arkansas Office of State Procurement awarded the Multi-State Laboratory Supply and "Homeland Equipment Laboratory Products" Contract (HELP) in August 2004 for the procurement of laboratory supplies, laboratory products and domestic preparedness products. This contract is a permissive use contract for Arkansas State agencies and may be used by counties, cities, school districts and other governmental entities.

This contract was developed and will be administered by the Arkansas Office of State Procurement. The intent in establishing a multi-state contract was to combine purchasing volume with other States to realize competitive pricing. Your facility should receive lower costs for the products you have been purchasing in the past, while also having a selection of vendors. Your facility will be able to order and track your orders on-line, you can research product specifications and print literature, and perform pricing comparisons between the contract vendors. The contract has many other conveniences that will greatly assist your agency. This contract will allow your agency to make business decisions to use multiple vendors including; VWR International, Fisher Scientific, or a company, OraSure that manufactures a rapid HIV testing kit. The contract was developed to best fit the needs of each facility. The pricing will remain firm or better during the first year of the contract to assist your facility in budget planning. After the first year the vendors may increase their pricing, but if the purchases reflect a higher volume than was anticipated, and as more States participate, the prices may become even more competitive.

Delivery of routine consumable items on this contract is within 72 hours after receipt of order. Special orders or large quantities of orders will be negotiated separately between the vendors and ordering facilities.

On large quantity orders, or specialized equipment, pricing better than may be reflected on the HELP contract website may be available by contacting the vendors prior to placing the order.

Freight charges on the HELP contract are indicated below:

**VWR:** No freight charges included regardless of amount ordered

**FISHER:** Agency pays freight charges if order is under \$50.00

**ORASURE:**\* Phone for pricing. HIV testing kits are temperature sensitive and freight will be negotiated separately

Special handling and delivery of hazardous materials or specialized delivery requirements will be negotiated separately between the vendors and the ordering facilities prior to order placement.

\*Available on this contract is a product offered for rapid HIV testing by OraSure Technologies. This product will be of great interest to those in the correctional, emergency preparedness units, hospital and laboratory testing facilities, fire and emergency response units, etc. To date, this is the only product that has been approved for use in the U.S. by the F.D.A. is CLIA waived and requires only a finger stick for a small blood droplet, combined with the reagent supplied by the company. Results are available in 20 minutes with a 99.6 percent accuracy rate. The requirement the F.D.A. placed on approval of the product is trained H.I.V. counselors MUST be available to provide the test results to each individual being tested. The product is offered on the HELP contract for a price of \$11.00/ per test, but must be offered in quantities as detailed in the contract. Complete product information and instructional material may be obtained by contacting OraSure Technology directly.

Complete information concerning the contract award, attachments, pricing and updates (as they occur) will be placed on the Arkansas Office of State Procurement's website. Our website address is:

<http://www.state.ar.us/dfa/purchasing/index.html>

A specific box will be noted on the website for information about the "HELP" contract. If you do not find the information you require, have suggestions, or comments please feel free to contact us. The "HELP" contract will be changing frequently in the first few months, as contract pricing is loaded, information is updated, etc.

Your contact person in the Office of State Procurement for matters relating to this contract is Rebecca O'Neal. You may reach her at (501) 324-9314. Her e-mail address is:

[rebecca.oneal@dfa.state.ar.us](mailto:rebecca.oneal@dfa.state.ar.us)

On the attachment you will find a list of [Frequently Asked Questions](#) that may assist you. As new questions are asked by our agencies, and as changes occur on the contract, this information will be posted on the OSP website.

## FREQUENTLY ASKED QUESTIONS



This office will be closely monitoring this contract. We rely on the using agencies to give us feedback on the success and/or problems you may have on this contract. Please feel free to contact this office with any questions, concerns, or suggestions to improve the quality of this contract. On the attachment you will find a list of [Frequently Asked Questions](#) that may assist you. As new questions are asked by our agencies, and as changes occur on the contract, this information will be posted on the OSP website. Thank you for your interest and hopeful participation in this contract.

**Question 1:** Why is this called the "HELP" contract?

**Answer 1:** The actual name is the "Multi-State Laboratory Supply  
and  
Homeland Equipment Laboratory Products ("HELP") Contract"

It is much easier to refer to the contract as "HELP".

**Question 2:** Does this mean we don't have to go through sending our requests for laboratory supplies to the Office of State Procurement for formal bidding?

**Answer 2:** Yes. As long as the each item you are ordering is under \$25,000.00. (The formal bid dollar limit.) Example: If you have 10 microscopes and each one is priced at 24,999.99 you can use the HELP contract. But, if you have a piece of equipment and the cost is 25,000.00 or over, it will be necessary for OSP to issue a formal bid.

**Question 3:** What are all the attachments to the contract? A "Participating Addendum", the "Facility Membership Application", the "Ordering Instructions"?

**Answer 3:** The "Participating Addendum" is only for other States that may want to join the State of Arkansas HELP contract. If you are an Arkansas State Agency you do not need to complete this form. If your facility plans on using the contract, it WILL be necessary for your agency to complete "Facility Membership Application" and send it in to OSP. Please retain a copy for your records. This form will provide our office with information on the agencies using the contract and will assist us if we need to specifically contact your facility for direct information relating to the contract.

The "Ordering Instructions" are a convenient way for your facility to have information readily available concerning the contact information for the vendor, accounts payable information, the vendor's internet address, phone number, your account representative's name and number. The vendor's will also contact each facility that indicates an interest in ordering and establish account numbers, set up computer profiles so ordering on-line is available (or within perimeters established at your facility.)

**Question 4:** How will our facility know what the actual cost of an item is if we look at the contract award and it shows a percentage off a category?

**Answer 4:** The vendors have loaded all information in their computer database with the discounts included. If your agency will contact the vendors and establish accounts, when you need an item simply key in either a description of the item, the manufacturer number, the vendor product number, etc. the HELP contract price will be automatically formatted and will appear on your computer screen. That will be your contract price for that item.

**Question 5:** What if we already have a contract with one of the vendors or with another State Purchasing Cooperative Contract?

**Answer 5:** The awarded vendors are aware there are existing contracts outstanding between various states and their companies. The vendors are willing to work directly with each State to continue with their present contracts, or to negotiate to assist the States to either complete their existing contracts, or allow the States to merge with other multi-state contracts. The awarded vendors have agreed to work with each situation on a case-by-case basis.

**Question 6:** What if we get poor quality service from a vendor, or they are consistently not meeting the delivery schedule, are invoicing us incorrectly, are shipping partial orders, etc?

**Answer 6:** First, report their performance to this office by completing a "Vendor Performance Report" (VPR) to this office. We will intercede and make a determination on how to resolve the problem. Another solution is you have a choice between vendors. Use those choices to your advantage. You can easily penalize a vendor by simply not electing to use them on future procurements.

**Question 7:** So we have a choice? We don't have to pick just one vendor off of the contract?

**Answer 7:** No. Use the contract effectively by using all the vendors. Compare prices, compare quality of service you receive, compare the products, how easy is their website for you to navigate? Is their customer service department efficient when you need their assistance? Did their account representative contact you and offer their services in helping you learn to order from the contract?